

Cedar Falls

FF Assn. #1366

7/1/2006 6/30/2007



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF CEDAR FALLS, IOWA

AND

CEDAR FALLS FIREFIGHTERS  
ASSOCIATION LOCAL 1366

July 1, 2006 To June 29, 2007



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## AGREEMENT

This Agreement is made and entered into this 26<sup>th</sup> day of June, 2006, by and between the City of Cedar Falls, Iowa, hereinafter called the City, and the Cedar Falls Firefighters Association, Local 1366, hereinafter called the Union, as the exclusive bargaining agent for the employees in the bargaining unit.

WHEREAS, the City has endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the rights in an effective manner and are consistent with the paramount interest of the City and its residents;

WHEREAS, it is the intention of this Agreement to set forth the entire agreement of the parties hereto covering employment conditions where not otherwise mandated by a statute or ordinance, to maintain and increase individual productivity and quality of service, to prevent interruptions of work and interference with the efficient operations of the department, and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the parties hereto recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Iowa.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and the Union agree as follows:

## ARTICLE 1

### GRIEVANCES

#### **§1.1 Grievance Defined**

A grievance shall be defined as a dispute or disagreement raised by an employee against the City involving the interpretation or application of the specific provisions of this Agreement. It is specifically understood that any matters governed by Civil Service rules or statutory provisions shall not be considered grievances subject to the grievance procedure hereinafter set forth, nor shall any disciplinary action which may be appealed to the Civil Service Board be considered grievances and subject to the grievance procedure herein. Grievances, as herein defined, shall be processed in the following manner:

#### **§1.2 Processing of Grievance**

It is recognized and accepted by the Union and the City that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours when consistent with such employee duties and responsibilities. The aggrieved employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the City during normal working hours provided that the employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the City. Any grievance or dispute arising out of the interpretation of this Agreement shall be settled in the following manner:

#### **§1.3 Procedural Steps**

##### **Step 1 - Oral Notice to Fire Chief**

Not later than six (6) calendar days after the event giving rise to the grievance, or six (6) calendar days after the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee must discuss the grievance with the Fire Chief. The Fire Chief shall orally respond to the employee not later than two (2) calendar days thereafter.

##### **Step 2 - Written Grievance to Personnel Manager**

If the grievance is not settled at Step 1, the employee, not later than ten (10) calendar days after the oral response by the City, must submit a written grievance to the Personnel Manager. The Personnel Manager shall give his/her written answer to the grievance within seven (7) calendar days after receipt of the grievance.

##### **Step 3 - Written Appeal to the Administration Committee of the City Council.**

If the grievance is not settled at Step 2, the employee, not later than seven (7) calendar days after receipt of the Personnel Manager's written answer at Step 2, may file a written appeal of that answer to the Administration Committee of the City Council by delivering the appeal to the Personnel Manager. Not later than ten (10) calendar days after the receipt of the written appeal, the Administration Committee of the City Council shall meet with the employee, the employee's designated representative and the Union to hear the grievance. The Administration Committee shall give its written answer to the grievance within seven (7) calendar days after such hearing, which answer shall be final and binding on the employee, the Union and the City, unless it is timely appealed to arbitration in accordance with the procedures set forth in this Agreement.

##### **Step 4 - Grievance Arbitration.**

If the grievance is not resolved at Step 3, either party to this agreement may submit the matter to arbitration. Any demand for arbitration shall be in writing and must be delivered to the other party within seven (7) calendar days following the Step 3 answer.

### **Step 5 - Grievance Mediation.**

If the Union has referred in timely fashion, a grievance to arbitration, the parties may jointly agree to submit the grievance to mediation. The parties will discuss and agree upon an impartial mediator in lieu of arbitration in accordance with the following provisions:

- 1) Mediation of a grievance will be scheduled only on the basis of a joint request for mediation by the Union and the City made within five (5) business days after the Union has referred the grievance to arbitration, unless the parties mutually otherwise agree in writing.
- 2) One (1) representative for each party shall present its position to the mediator, provided that the grievant shall have the right to be present at the mediation conference.
- 3) The parties' representatives may, but are not required to, present the mediator with a brief, written statement of the facts, the issue, and the arguments in support of their position. If such a statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.
- 4) Proceedings before the mediator shall be informal in nature. The rules of evidence will not apply and no record of the mediation conference shall be made.
- 5) The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
- 6) If no settlement is reached during the mediation conference, the mediator shall provide the parties an immediate oral advisory decision which shall include the basis thereof, unless both parties agree that no such decision should be provided.
- 7) The mediator's advisory decision, if accepted by both parties, shall not constitute a precedent, unless both parties otherwise agree.
- 8) If no settlement is reached at mediation, the Union is free to arbitrate the grievance, provided it advises the City in writing within ten (10) days following the mediation conference.
- 9) In the event a grievance which has been mediated goes to arbitration, the mediator may not serve as the arbitrator. Nothing said or done by the mediator may be referred to or introduced into evidence at the arbitration hearing and nothing said or done by either party at the mediation conference may be used against the other party at arbitration.
- 10) The fees and expenses of the mediator shall be divided equally between the Union and the City; provided, however, that each party shall be responsible for compensating its own representatives.

### **Step 6 - Arbitrator Selection.**

In the event that the Union and the City refer a grievance or dispute to arbitration, the impartial arbitrator shall be selected by mutual agreement between the parties. If the Union and the City are unable to agree upon an impartial arbitrator within ten (10) calendar days after either party notifies the other party of its decision to arbitrate, either party may request the Iowa Public Employment Relations Board to provide a list of five (5) neutral arbitrators. Upon receipt of said list, the parties shall determine by lot the order of elimination and thereafter each shall alternately strike names and the remaining name shall become the arbitrator.

#### **§1.4 Arbitrator Functions**

The function of the arbitrator shall be to determine controversies involving interpretation of this Agreement and he/she shall have no power to add to, or subtract from, or modify, any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon both parties. The fees and expenses of the arbitrator shall be shared equally by the City and the Union provided that each party shall be responsible for compensating its own representative and witnesses.

#### **§1.5 Retroactive Financial Status Provisions**

A grievance affecting the financial status of any employee which is settled in favor of the employee shall be retroactive to the date on which the grievance occurred.

#### **§1.6 Filing and Response Deadline**

If the City does not answer a grievance or respond within the prescribed time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may, by written mutual consent given prior to the expiration of any state deadline, waive any step in the grievance procedure.

#### **§1.7 Civil Service Employee**

If, as a result of a written response from the Personnel Manager, the grievance remains unsettled, and if the grievance involves matters governed by the Civil Service Rules or statutory provisions, Civil Service employees who have completed the required probationary period may appeal the grievance either to Step 4, and if requested, to Step 5, or to the Civil Service Commission. If appealed to the Civil Service Commission, the grievance is not subject to Step 4 or Step 5. The aggrieved employee or Union Representative shall indicate in writing which procedure is to be utilized - the grievance procedure as set forth herein or Civil Service, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employees or Union Representatives from making subsequent appeal through Steps 4 or 5 of this Article.

#### **§1.8 Union Notification**

Whenever disciplinary action is taken, the President of the Union or designee shall be notified in writing, as promptly as possible, of all action taken, including but not limited to warnings, suspensions or discharges.

### **ARTICLE 2** **WORKING SCHEDULE**

#### **§2.1 Work Schedule**

The normal working schedule for all Fire Department employees shall be established by the Fire Chief in accordance with State and Federal regulations.

### **ARTICLE 3** **HOLIDAYS**

#### **§3.1 Holidays Non-Shift Employees**

- (a) The schedule of holidays observed during the life of this agreement will be:

Independence Day (July 4)	Labor Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Day	New Years Day
Good Friday	Memorial Day
Three (3) Floating Holidays	



When Christmas Day falls on a Tuesday, Wednesday, or Friday, Christmas Eve (December 24) will be observed as a holiday. When Christmas falls on a Thursday, the following Friday (December 26) will be observed as a holiday. Floating holidays must be taken during the fiscal year and may not be carried over from one year to the next.

- (b) A holiday that occurs on a Saturday or Sunday will be observed by the City on either the preceding Friday or following Monday.

### **§3.2 Fire Shift Employees**

In lieu of the holidays set forth in Section 3.1, shift personnel shall be granted seven (7) tour days time off to be used within the fiscal year and may be taken individually, in succession or in conjunction with vacation time. Requests for said days off shall be submitted in writing to the department head and approved at least twenty-four (24) hours prior to the day to be taken off.

Employees shall not receive pay for holidays enumerated herein if they are either absent all or any part of the work day preceding the holiday or are absent all or part of the work day following such holiday unless such absence for either or both days is legally authorized by another provision of this agreement.

## **ARTICLE 4** **VACATIONS**

### **§4.1 Shift Personnel**

All shift personnel will be granted vacation with pay on the following basis:

- A. Completion of one (1) year of service-six (6) tour days.
- B. Completion of seven (7) years of service-nine (9) tour days.
- C. Completion of twelve (12) years of service-twelve (12) tour days.
- D. Completion of twenty (20) years of service-fifteen (15) tour days.

### **§4.2 Non-Shift Personnel**

All non-shift personnel will be granted vacation with pay on the following basis:

- A. Completion of one (1) year of service-ten (10) working days.
- B. Completion of seven (7) years of service-fifteen (15) working days.
- C. Completion of twelve (12) years of service-twenty (20) working days.
- D. Completion of twenty (20) years of service-twenty-five (25) working days.

### **§4.3 Vacation Utilization**

Vacation time earned will be figured on the basis of the employment year and shall include the total regular straight time the employee has worked for the City. When an employee with less than one (1) year has their employment terminated for any reason, said employee shall be compensated for accrued vacation time on the basis of the number of days accrued on a prorated basis of time worked during the employment year. Vacation time shall not be accumulated from year to year, and annually must be used by the end of the employment year following the year in which it was earned, unless the application for vacation has been refused. Splitting of vacations will be permitted for periods of not less than one (1) work day or tour day. A minimum of two (2) shift employees' and/or two (2) day personnel (on the same shift) may be granted vacation time at the same time. Requests for said days off shall be submitted in writing to the department head and approved at least twenty-four (24) hours prior to the day or days to be taken off.

- (a) One-half Day Vacation** - The parties agree non-shift personnel shall be allowed to utilize their vacation in one-half day increments.

## ARTICLE 5

### BEREAVEMENT LEAVE

#### §5.1 Relationship Covered

Bereavement leave will be granted up to five (5) calendar days absence with pay in case of the death of a spouse, child (including legally adopted, fostered or stepchild), parent or stepparent, brother or stepbrother, sister or stepsister, father-in-law, mother-in-law; or any relative, whether by blood or marriage, who has been living within the employee's household. In the event of the death of a brother-in-law, sister-in-law, grandparent or grandchild of either the employee or spouse, the employee is eligible for up to three (3) calendar days absence with pay.

#### §5.2 Special Circumstances

The five-day and three-day allowances are intended to cover travel, but in special cases involving unusual time-consuming travel, or special circumstances, leave with pay may be extended by the department head, not to exceed a maximum of three (3) additional days.

## ARTICLE 6

### SICK LEAVE

#### §6.1 Earning Rates - Accumulation

Sick leave shall be earned by the employee as follows: One (1) tour day after the first seven (7) calendar days of employment, an additional one (1) tour day after the first month of employment. At the end of the first year, thirteen (13) tour days shall have been earned. After the first year of employment, an additional one (1) tour day shall be earned for each additional month of employment. There is no limit on the accumulation of sick leave credit. Upon beginning employment, the employee shall be credited with the first year's sick leave (13 tour days). If employment is terminated during the first year, any sick leave used above the amount earned shall be deducted.

#### §6.2 Sick Leave Uses Defined

Sick leave shall be used only for personal illness, personal injury, medical appointments with members of the medical profession, and an illness or injury of a member of the immediate family, which includes the following: the spouse, the children, grandchildren; also, brothers, sisters, parents and grandparents of both the employee and the spouse. Leave for serious illness or serious injury of members of the immediate family shall not, if they have been earned, exceed ten (10) tour days per year.

Two (2) tour days may be granted for this purpose by the department head. Request for more than two (2) days shall be granted only after the approval of the department head.

#### §6.3 Sick Leave Pay Provisions - Notification

In the event of sickness or injury, the employee will receive straight time pay for each work day that they are sick to the extent of their earned sick leave credit, but no more sick benefit per week than the employee's pay for a normal work week. Sick leave is in no way to be construed as additional vacation time. No lump sum payment may be made for unused sick leave except as provided in an employee's Severance Plan Enrollment Form, if applicable. Sick leave shall not be granted unless the supervisor or other person as established by the Department has been notified no later than the starting time of the particular work day.

#### **§6.4 Leave/Vacation Used as Sick Leave**

Annual leave credits and vacation credits before the anniversary date of employment may be used for sick leave absence after sick leave credits have been exhausted.

Leave without pay will not be granted for illness or injury if the employee has any sick leave credit.

**(a) Vacation/Sick Leave Substitution** - The parties agree shift personnel will be allowed to take two (2) days and non-shift personnel three (3) days of vacation time before being required to begin utilizing accumulated sick time.

#### **§6.5 Medical Substantiation Required**

Sick leave covering a period in excess of two (2) tour days at the discretion of the department head, must be substantiated by a written statement from a member of the medical profession. The statement must show the kind and nature of the sickness or injury, that the employee has been incapacitated for work for the period of their absence, and is again physically able to perform their duties.

An individual who is injured on the job shall not be allowed to return to work until they have presented the Personnel Office with a written statement from their doctor setting out the facts as outlined in the preceding paragraph. All accidents and injuries must be reported to the employee's supervisor immediately.

#### **§6.6 Reporting Requirements**

All on the job injuries and accidents must be reported in writing to the employee's supervisor immediately.

#### **§6.7 Penalty Clause**

Any employee found guilty by the Administration Committee after a hearing of abusing the sick leave provisions contained in this Agreement, shall be subject to discipline or dismissal.

#### **§6.8 Sick Leave Casual Day**

Employees hired after July 1, 1989, may accrue one (1) casual day for every six (6) consecutive months of 0 sick day usage. Sick leave casual days must be used within one (1) year of the date they were earned. Any accrued sick leave casual day(s) shall be forfeited upon termination.

### **ARTICLE 6A**

#### **WORKERS COMPENSATION**

##### **§6A.1 Workers Compensation**

The City and the Union hereby agree that each party will abide by Chapter 85 Workers' Compensation, Code of Iowa, as amended, for all personal injuries arising out of and in the course of employment.

### **ARTICLE 6B**

#### **SENIORITY**

##### **§6B1. Definitions**

(a) **Seniority.** Seniority shall mean, an employee's length of service from the date of appointment to, or employment in, any position for which they were certified, or otherwise qualified, but shall not include any period of time exceeding sixty days in any one year during which they were absent from work except for disability. When civil service employees have more than one classification or grade, the length of their seniority shall date in the respective classifications or grades from and after the time they were appointed to, or began their employment in each classification or grade.

(b) Seniority After Promotion. When promoted from one classification or grade to another, the employee's seniority shall be continuous in any department classification or grade that they formally held.

(c) Seniority of Employees Hired or Promoted on the Same Day. A process of random selection will decide seniority when two or more employees are hired or promoted on the same calendar day. Affected employees will be allowed to be present and view the random selection process.

#### **§6B.2 Termination of Seniority.**

An Employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- (a) discharge, quit, retirement, or resignation;
- (b) failure to give notice of intent to return to work after recall within the time period specified in §6C.2(b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- (c) failure to return to work upon expiration of a leave of absence;
- (d) absence from work for three (3) consecutive days without notice;

#### **§6B.3 Recall From Active Military Duty.**

Employees returning from active duty with the armed forces of the United States of America or from active duty with the National Guard or reserves will be given recall and seniority rights to which they are entitled under Chapter 29A, Military Code, Code of Iowa or the Uniform Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §4301, as each may apply.

#### **§6B.4 Seniority Lists**

The City will provide the Union President with a current seniority list every July 1.

## **ARTICLE 6C**

### **STAFF REDUCTION**

#### **§6C.1 Layoff**

- (a) Determination of Layoffs. The City will determine the timing of layoffs, the number of employees to be laid off, and which classifications or grades will be affected. Full-time employees scheduled for lay off may "bump" part-time employees. Laid off full-time employees assuming part-time positions will receive part-time pay and benefits.
- (b) Layoff Notice. Employees being scheduled for lay off will be provided with not less than fourteen (14) calendar days notice. Notice will be in writing, and will be delivered to the employee at the work site or placed in the employee's work site mail box.
- (c) Notice of Layoff to Union President. Copies of notices sent pursuant to §6C.1(b) will be forwarded to the Union President at the same time employees are notified.
- (d) Payment of Benefits at Layoff. The City will endeavor to pay employees being laid off for accrued benefits on the pay day following the pay period during which the employee was laid off. In no case will this time period exceed 30 calendar days.

### **§6C.2 Recall**

- (a) **Order of Recall.** If the City determines to fill a vacancy in a classification or grade from which employees are laid off, such employees shall be recalled in the reverse order of layoff. Employees on layoff shall remain on recall lists for a period of three (3) years, after which attempts to recall employees back to work will not be made.
- (b) **Notice of Recall.** The City will forward notice of recall by certified mail to the last known address of the employee reflected on City records, and a copy will be sent to the Union President. The employee must within ten (10) calendar days of delivery or attempted delivery of the notice to recall, notify the City of their intent to return to work on the date specified for recall and, thereafter, return to work on such date.

## **ARTICLE 7**

### **LEAVE OF ABSENCE**

#### **§7.1 Leave Requests**

A request for leave of absence, without pay, must be submitted to the employee's department head setting out the circumstances in full as to why such a leave is wanted. The request will be considered on the basis of the work load existing or anticipated in the employee's department, the circumstances of the request, and must be approved by the department head.

#### **§7.2 Union Activity**

For the purposes of representation within the Fire Department, the Union shall be entitled to a reasonable and adequate number of stewards who shall restrict their activities to the handling of grievances and other legitimate union business, and in this connection, shall be allowed a reasonable amount of time for this purpose.

However, the City is under no obligation to pay stewards for time spent in such meetings when they are not scheduled to work. For the purposes of this contract, no more than two (2) designated representatives shall be granted paid time off to conduct union business.

#### **§7.3 Professional Leave**

If an employee is chosen as a representative to attend the Iowa Association of Professional Firefighters or International Association of Firefighters, the City will provide paid time off not exceeding three (3) working days. This paid time off provision applies to not more than two (2) representatives for any one (1) training conference.

#### **§7.4 Jury Duty**

When employees are called for jury duty service, they will be paid the difference between the fees received for jury duty and the amount of earnings lost for such service. They will promptly return to work when so scheduled.

## **ARTICLE 8 INSURANCE**

#### **§8.1 Health Insurance**

The City will participate in a group plan of health and hospitalization insurance for all City employees. The City will contribute one hundred percent (100%) of the monthly contribution cost of the insurance on the employee; and employees are eligible for the insurance within thirty-one (31) days after employment with the City.

Employees may choose to pay \$24.32 per month for dependent care coverage.

Beginning FY2007, the health insurance plan is as follows:

\$500 (S) and \$1000 (F) Deductible

\$1000 (S) and \$2000 (F) Out of Pocket Maximum

Beginning FY2007, the Prescription Drug Plan is a four-tier drug plan, with payment for each tier as follows:

Retail Generic Drugs	10% co-insurance with a maximum co-pay of \$10.
Brand Formulary Drugs	20% co-insurance with a maximum co-pay of \$20.
Brand Non-Formulary Drugs	35% co-insurance with a maximum co-pay of \$40.
Specialty Drugs	35% co-insurance with a \$500 maximum out of pocket per member, per calendar year.

Employee Deductible up to \$100 and Employee Out of Pocket Maximum up to \$500 will be reimbursed by the City through the Section 105 Plan. Insurance policy deductibles and co-insurance payments for dependents, if any, and the remaining deductible and co-insurance payments for the employee beyond the \$500 maximum, will be the responsibility of the employee.

Present levels of coverage will be maintained during the life of this Agreement, unless the parties mutually agree to a change.

**(a) Health Insurance 7-1-94** Effective July 1, 1994 the employee shall contribute twenty-six dollars (\$26.00) per month toward the cost of the insurance premiums for dependent health insurance for those employees desiring such protection.

**(b) Health Insurance 7-1-95** Effective July 1, 1995 the employee shall contribute thirty dollars (\$30.00) per month toward the cost of the insurance premiums for dependent health insurance for those employees desiring such protection.

**(c) Health Insurance 7-1-99** Effective July 1, 1999 the employee shall contribute thirty-three dollars (\$33.00) per month toward the cost of the insurance premiums for dependent health insurance for those employees desiring such protection.

**(d) Health Insurance 7-1-01** Effective July 1, 2001 the employee shall contribute thirty-six dollars and thirty cents (\$36.30) per month toward the cost of the insurance premiums for dependent health insurance for those employees desiring such protection.

**(e) Health Insurance 7-6-02** Effective July 6, 2002, the employee shall contribute one hundred and one dollars and forty-eight cents (\$101.48) per month toward the cost of the Plan A insurance premiums or twenty-one dollars and ninety-eight cents (\$21.98) toward the cost of the Plan B insurance premiums for dependent health insurance for those employees desiring such protection.

**(f) Health Insurance 7-5-03** Effective July 5, 2003, the employee shall contribute one hundred and eight dollars and nine cents (\$108.09) per month toward the cost of the Plan A insurance premiums or twenty-three dollars and forty-two cents (\$23.42) toward the cost of the Plan B insurance premiums for dependent health insurance for those employees desiring such protection.

**(g) Health Insurance 7-3-04** Effective July 3, 2004, the employee shall contribute one hundred and twenty-six dollars and forty-seven cents (\$126.47) per month toward the cost of the Plan A insurance premiums or twenty dollars and eighty-nine cents (\$20.89) per month toward the cost of the Plan B insurance premiums for dependent health insurance for those employees desiring such protection.

**(h) Health Insurance 7-2-05** Effective July 2, 2005, the employee shall contribute one hundred and fifty-four dollars and fifty-four cents (\$154.54) per month toward the cost of the Plan A insurance premiums or twenty-four dollars and thirty-two cents (\$24.32) per month toward the cost of the Plan B insurance premiums for dependent health insurance for those employees desiring such protection.

**(i) Health Insurance 7-1-06** Effective July 1, 2006, the employee shall contribute twenty-four dollars and thirty-two cents (\$24.32) per month toward the cost of family plan insurance for those employees desiring such coverage. Employees shall be covered by the same 4-tier Prescription Drug Benefit Plan as all other City employees. Prescription expenses shall be covered in accordance with the City's Health Benefit Plan, and the coinsurance payment will not apply to the medical plan's calendar year deductible or out-of-pocket maximum.

## **§8.2 Life Insurance**

The City will purchase for each full time employee, at no cost to the employee, life insurance, in an amount equal to the employee's annual base salary rounded upward to the nearest one-thousand dollars.

## **§8.3 Accidental Death and Dismemberment Insurance**

The City will purchase for each full time employee, at no cost to the employee, Accidental Death Insurance equal to the amount of Life Insurance in effect, as set forth in §8.2 of this agreement.

In addition, the City will purchase for each full time employee, at no cost to the employee, Accidental Dismemberment Insurance. Coverage will provide one-half the Accidental Death benefit for the loss of one hand, one foot or the sight of one eye. Coverage will provide the full amount of the Accidental Death benefit for the loss of any two of the above hands, feet or eyes, as defined by the insurance company.

## **§8.4 Long Term Disability Insurance**

The City will purchase for each full time employee, at no cost to the employee, long term disability insurance which, in the event the employee is disabled from working, will pay a monthly benefit of sixty percent (60%) of their monthly earnings to a maximum monthly benefit of three thousand dollars (\$3,000).

## **§8.5 Effective Dates of Coverage**

Coverage of an employee under the insurance programs set forth in Sections 8.1 through 8.4 shall commence thirty-one (31) days after the employee begins employment with the City and shall terminate upon termination of employment with the City. Termination within the meaning of this section does not terminate any benefit any employee may have under the insurance contract, the law or as a retiree of the City.

## **§8.6 Retiree Provisions**

Once an employee retires, nothing shall be construed as preventing a retired employee from voluntarily continuing in force, at their own expense, an existing contract for both the employee and their family. The retired employee shall not have to pay a higher premium than a full-time Fire Department employee. However, minor children without either parent cannot be included.

In addition to the above retiree health provision, a retired employee may continue in force, at their own expense, life insurance in the amount of ten-thousand dollars (\$10,000.00).

## **§8.7 Scope of City Responsibility**

The City's responsibility under Article 8 is limited to the payment of necessary premiums to purchase the insurance described in Section 8.1 through 8.4. It has no liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the City or constitute a breach of this Agreement by the City. Under no circumstances will the City be responsible for paying any benefits under Article 8. No dispute arising under or relating to this Article 8 shall be subject to the grievance procedure set forth in this Agreement, except an allegation that the City has failed to pay the premium required to purchase the insurance coverage.

## ARTICLE 9

### PAY SCHEDULE

#### §9.1 Pay Plan

Attached as Exhibit "A" is the Pay Plan for all classifications of the bargaining unit.

The ranges of pay are gross compensation for full time service in the various job classifications excluding longevity.

The pay rates do not include reimbursements for travel expenses, automotive allowances, or other authorized expenses incurred in connection with official business.

The minimum range (Step A) for each class would be the normal entering rate. Departures from this will only be made if necessary to fill a vacancy after vigorous recruitment efforts or recognition of unusual qualifications.

#### §9.2 Progression through Steps

Progression through the pay range will normally be accomplished by a review of employees' performance, and, assuming satisfactory service, will proceed along the following lines:

- (a) Step A to Step B: After satisfactory completion of the one year probationary period from date of hire.
- (b) Step B to Step C: After one (1) year of service in Step B.
- (c) Step C to Step D: After one (1) year of service in Step C.
- (d) Step D to Step E: After four (4) years of service in Step D.

#### §9.3 Promotional Pay

Promotion will normally entail at least a one-step adjustment in pay or more if necessary to reach the maximum pay rate of the new classification. Further progression through the range will be governed by the same criteria as set forth above.

#### §9.4 Acting Officer

The parties agree that any bargaining unit employee working out of rank through and including the rank of Division Commander shall be paid acting officer pay equal to the pay otherwise paid for that position.

#### §9.5 Pay Period and Pay Day

**(a) Pay Period** the Employer's pay period shall consist of a fourteen (14) consecutive day period ending on a Friday.

**(b) Pay Day** the Employer shall pay its employees on the first Friday following the last day of the pay period. The employee's pay shall include all overtime earned during the pay period.

**(c) Electronic Banking** shall be provided for each employee requesting it in writing. When electronic banking is selected, the Employer will transfer the employee's pay to the employee's account on pay day. In the event pay day falls on a holiday, the employee shall be paid the preceding day. The employer will furnish the employee with a record of hours worked, total earnings and deductions each pay day in addition to the annual statement of earnings.

#### §9.6 Effective Date for Compensation and Benefit Adjustment.

All adjustments to compensation and benefits to which employees are entitled, under the terms of this agreement, shall become effective for the pay period which begins between the dates of June 24, and July 7, inclusive, of each year.



## ARTICLE 10

### OVERTIME PAY

#### **§10.1 Non-Shift Employees**

Time and one-half (1 1/2) the regular hourly rate of non-shift employees shall be paid for all work performed in excess of eight (8) hours in any one day and in excess of forty (40) hours in any one scheduled work week, but in no instance shall both daily and weekly overtime be applied upon the same hours.

In the event a non-shift employee is called to work on a day being observed by the City as a holiday, they shall be paid double time for the time worked. Such pay shall be in addition to holiday pay.

A non-shift employee who is called to work on a Saturday will receive time and one-half (1 1/2) their regular hourly rate of pay for hours worked.

A non-shift employee who is called to work on a Sunday will receive two (2) times their regular hourly rate of pay for hours worked.

For the purpose of computing overtime pay only, the normal work week for non-shift employees will be as follows:

- (a) Eight (8) hours work shall constitute a standard tour day.
- (b) Forty (40) hours work shall constitute a standard work week.

#### **§10.2 Shift Employees**

Time and one-half (1 1/2) the forty (40) hour per week regular hourly rates of a shift employee shall be paid for all work performed in excess of the regularly scheduled tour day or the regularly scheduled work week, but in no instance shall both daily and weekly overtime be applied upon the same hours.

A shift employee who is called to work on a Sunday or Holiday will receive two (2) times their forty (40) hour per week regular hourly rate of pay for hours worked.

For the purpose of computing overtime pay only, the normal work week for shift employees will be as follows:

- (a) Twenty-four (24) hours work shall constitute a standard work day.
- (b) Fifty-two point eight nine (52.89) hours work shall constitute a standard work week.
- (c) Saturdays and Sundays falling within the Shift Employee's scheduled work week will be considered normal work days.

#### **§10.3 Shift and Non-Shift Employees**

##### **§10.3.1 Call-Back Minimum**

An employee (shift or non-shift) who is called to work on other than their regular work shift, shall be paid the appropriate overtime rate for the actual hours worked with a minimum of two (2) hours pay at the appropriate overtime rate.

##### **§10.3.2 Prior to Regular Work Schedule**

In the event of call-in within two (2) hours before the regularly scheduled starting time, time and one-half (1 1/2) will be paid until the regularly scheduled work begins.

##### **§10.3.3 Overtime Distribution**

The City will distribute overtime equitably among employees in each classification insofar as it is practicable and consistent with the Fire Department's requirements. All overtime must be approved by the department head.

#### **§10.4 Compensatory Time Off**

The City has the option to offer compensatory time to the employee. If the City chooses to offer compensatory time to employees, the administration of compensatory time will not violate the Fair Labor Standards Act or U.S. Department of Labor rulings.

In lieu of paid overtime, an employee may request compensatory time. If the City grants an employee's request for compensatory time, the employee shall not accumulate nor maintain more than a maximum of three working days at one time. Then the parties agree Union members shall be allowed 120 days from the date of accumulation in which to utilize the compensatory time which exceeds three working days.

### **ARTICLE 11**

#### **IN-SERVICE TRAINING**

##### **§11.1 In-service Training**

The City shall provide to employees the training in the areas of Emergency Medical Services and Hazardous Materials Protection that is necessary to maintain certifications to the City's chosen registered response level, and shall provide the job training programs that are necessary for employees to maintain certain certifications as minimum requirements for the applicable job classification. It shall be a condition of employment that each employee actively participate when such programs are conducted during working hours. The City shall be responsible for all costs of such training; however, the City shall not be responsible for the costs of rescheduling or additional training due to employees' negligence or failure to attend. Nothing in this paragraph shall limit the right of the City to determine or to change its registered response level.

### **ARTICLE 12**

#### **SEPARABILITY AND SAVINGS**

##### **§12.1 Savings Clause**

This Agreement is subject to the laws of the United States and the State of Iowa. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect.

In the event any provision is held or determined to be invalid, the City and the Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid.

### **ARTICLE 13**

#### **DURATION**

##### **§13.1 Contract Form**

The parties agree that the final Contract will be provided by the City to each bargaining unit member. The format will be 8 1/2" x 11" for each member plus one on computer disk provided to the bargaining unit President.

##### **§13.2 Labor/Management Committee**

The parties agree a Labor Management Committee shall be established which shall be comprised of equal representation by labor and management. Membership on the Committee shall also include a neutral/facilitator. The members of this Committee shall be trained by the Public Employment Relations Board. The Committee will function in an advisory capacity in all matters not subject to mandatory collective bargaining.

**§13.3 Duration of Agreement**

This Agreement, as amended, when signed by the City and Union, shall become effective July 1, 2006, and shall remain in effect until June 29, 2007.

**ARTICLE 14**

**EVALUATIONS**

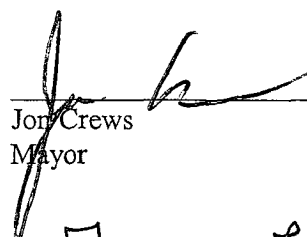
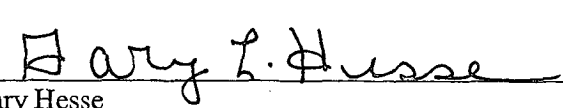
**§14.1 Evaluations**

All bargaining unit members shall have the right to respond in writing to his/her own evaluation and have his/her response placed in his/her own evaluation file.

CEDAR FALLS  
FIREFIGHTERS ASSN.  
LOCAL 1366

  
Paul Schaefer  
President

CITY OF CEDAR FALLS,  
IOWA

  
Jon Crews  
Mayor  
  
Gary Hesse  
City Clerk

**CITY OF CEDAR FALLS, IOWA  
FIRE DEPARTMENT - UNION  
FY07 PAY PLAN: CONTRACT EXHIBIT "A"**

**FIREFIGHTERS: Steps A-E=3.25%  
FIRE LIEUTENANTS: Steps A-D=3.25%  
PT MINIMUM RENTAL HOUSING INSPECTOR=3.25%**

**Effective July 1, 2006 - June 29, 2007**

<b>RANGE</b>	<b>CLASSIFICATION</b>		<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>F-1</b>	<b>Firefighters</b>	<b>A</b>	\$33,592.00	\$35,048.00	\$36,493.60	\$42,502.72	\$43,954.56
		<b>M</b>	\$2,799.33	\$2,920.67	\$3,041.13	\$3,541.89	\$3,662.88
		<b>BW</b>	\$1,292.00	\$1,348.00	\$1,403.60	\$1,634.72	\$1,690.56
		<b>H (24)</b>	\$12.214	\$12.744	\$13.269	\$15.454	\$15.982
		<b>H (40)</b>	\$16.150	\$16.850	\$17.545	\$20.434	\$21.132
<b>F-2</b>	<b>Fire Lieutenants</b>	<b>A</b>	\$42,136.64	\$44,245.76	\$45,612.32	\$47,039.20	
		<b>M</b>	\$3,511.39	\$3,687.15	\$3,801.03	\$3,919.93	
		<b>BW</b>	\$1,620.64	\$1,701.76	\$1,754.32	\$1,809.20	
		<b>H (24)</b>	\$15.321	\$16.088	\$16.585	\$17.104	
		<b>H (40)</b>	\$20.258	\$21.272	\$21.929	\$22.615	
<b>PT-1</b>	<b>Minimum Rental Housing Inspector</b>	<b>H</b>	\$12.767				

**CONTRACT EXHIBIT "B"**

In addition to the pay presented in Exhibit "A", employees shall receive longevity pay as follows:

<b>YEARS SERVICE</b>	<b>\$/MONTH</b>
Beginning 0 through 4 years	None
Beginning 5 through 7 years	\$15.00
Beginning 8 through 10 years	\$25.00
Beginning 11 through 13 years	\$35.00
Beginning 14 through 16 years	\$45.00
Beginning 17 through 19 years	\$55.00
Beginning 20 through 22 years	\$65.00
Beginning 23 through 25 years	\$75.00
Beginning 26 through 28 years	\$85.00
Beginning 29 through 31 years	\$95.00
Beginning 32 through 34 years	\$105.00
Beginning 35 years and over	\$115.00